

FILED
2024 JUN 25 PM 12:32

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

UNITED STATES OF AMERICA : CASE NO. 3:24-cr-00054
v. : Judge Michael J. Newman
HEATHER A. SHAW aka : INDICTMENT
HEATHER A. TRAVER, : 18 U.S.C. § 1341
Defendant. :

THE GRAND JURY CHARGES THAT:

COUNT 1
[18 U. S. C. § 1341]
(Mail Fraud)

1. Beginning on or about September 3, 2016 and continuing up to and including on or about August 15, 2023, in the Southern District of Ohio and elsewhere, the defendant **HEATHER A. SHAW** aka **HEATHER A. TRAVER**, knowingly and willfully devised and intended to devise a scheme and artifice to defraud in order to obtain money and property by means of false and fraudulent pretenses, promises, material misrepresentations and concealment of material facts from Machuca Medical, LLC, the Defendant well knowing at the time that the said pretenses, representations and promises were false and fraudulent when made; and which scheme and artifice to defraud and to obtain money and property was, in substance, as follows:

2. It was part of said scheme and artifice to defraud that between on or about September 3, 2016 and August 15, 2023, the defendant **HEATHER A. SHAW**, was employed as the Operations Manager at Machuca Medical, LLC, located at 7371 Brandt Pike, Suite D, Huber Heights, Montgomery County, Ohio.

3. It was further a part of said scheme and artifice to defraud that on or about September 21, 2018, the defendant **HEATHER A. SHAW**, was listed as a secondary signatory on Machuca Medical LLC's Wright-Patt Credit Union business checking account # xxxxx-9428. "J.L.M." who was listed as the primary signatory on said account due to her status as the "sole owner" of Machuca Medical, LLC.

4. It was further a part of said scheme and artifice to defraud that between on or about September 3, 2016 and August 15, 2023, the defendant **HEATHER A. SHAW**, without notifying "J.L.M." or otherwise obtaining her authorization, permission or approval, fraudulently filled out, signed, cashed and otherwise negotiated at least 139 business checks drawn off of Machuca Medical LLC's business checking account # xxxxx-9428, together with Visa debit card (account # xxxx-4014) purchases which were tied to said Wright-Patt Credit Union business checking account, representing a total value exceeding \$200,000, which were used and applied for purely personal, non-business related purposes, to include purchasing household furniture, purchasing a microwave oven, purchasing personal laptop computers, purchasing Amazon merchandise, paying monthly loan payments on her spouse's pickup truck, paying home utility bills, paying home equity lines of credit, paying credit card bills, paying wage garnishment orders and generating duplicate paychecks for herself.

5. It was further part of said scheme and artifice to defraud that on or about January 31, 2022, the defendant **HEATHER A. SHAW**, signed for the certified mail delivery of an envelope addressed to Machuca Medical LLC from the Fairborn, Ohio Municipal Court which contained a Court Order-Notice of Garnishment-Employer of Garnishee Questionnaire dated January 26, 2022 in the matter of *LVNV Funding LLC v. Heather Shaw aka Heather A. Traver* (Case No. CVF1701472). This court document was mailed to advise Machuca

Medical LLC, as defendant's employer, that she had a \$673.84 wage garnishment order issued against her pursuant to a previous default judgment rendered against her by a creditor named LVN^{OK} Funding LLC who was represented by "A.J.P., Esq." of the Grand Rapids, Michigan law firm of Stenger & Stenger, PC.

6. It was further part of said scheme and artifice to defraud that on or about January 31, 2022, the defendant **HEATHER A. SHAW**, concealed from "J.L.M." the existence of said Order and Notice of Garnishment.

7. It was further part of said scheme and artifice to defraud that on or about February 8, 2022, the defendant **HEATHER A. SHAW**, and without any prior authorization, permission or approval from "J.L.M." prepared and signed a false and fraudulent check #2937 made payable to the Fairborn Municipal Court in the amount of ~~\$~~^{OK}673.84 drawn on account # xxxxx-9428 which she in-turn forwarded to the Fairborn, Ohio Municipal Court which received it on or about February 11, 2022.

8. It was further part of said scheme and artifice to defraud that on or about February 17, 2022, the defendant **HEATHER A. SHAW**, in the Southern District of Ohio for the purpose of executing and attempting to execute the aforesaid scheme and artifice to defraud, did in furtherance of the scheme knowingly cause the Clerk's Office of the Fairborn Municipal Court, located at 1148 Kauffman Ave., Fairborn, Ohio 45324 to issue a court check #8231 made payable Stenger & Stenger, P.C. in the amount of \$673.84 which thereafter placed in and delivered by the U.S. Mail to the Law Firm of Stenger & Stenger, P.C., 2618 East Paris Ave., SE, Grand Rapids, MI 49546, the place at which it was directed to be delivered by the Clerk's Office of Fairborn, Ohio Municipal Court.


9. It was further part of this scheme and artifice to defraud that on or about April 11, 2022, the defendant **HEATHER A. SHAW**, in the Southern District of Ohio and elsewhere for the purpose of executing and attempting to execute the aforesaid scheme and artifice to defraud, did in furtherance of the scheme knowingly cause to be delivered by first class U.S. Mail a copy of a Satisfaction of Judgment in the matter of *LVNV Funding LLC v. Heather Shaw aka Heather A. Traver* (Case No. CVF1701472) addressed to her residence at 3713 Fincastle Dr., Beavercreek, OH 45431-242762, as directed by the Law Firm of Stenger & Stenger, P.C., 2618 East Paris Ave., SE, Grand Rapids, MI 49546.

In violation of 18 U.S.C. § 1341.

A T R U E B I L L


F O R E M A N

KENNETH L. PARKER
United States Attorney


DWIGHT K. KELLER (0074533)
Assistant United States Attorney